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**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

ARISTOCRAT TECHNOLOGIES, INC. and  
ARISTOCRAT TECHNOLOGIES  
AUSTRALIA PTY LTD.,

Plaintiffs/Counterclaim-Defendants,  
v.

LIGHT & WONDER, INC., LNW GAMING,  
INC., and SCIPLAY CORPORATION,

Defendants/Counterclaim-Plaintiffs.

Case No. 2:24-cv-00382-GMN-MDC

**STIPULATION REGARDING  
DISCOVERY DISPUTE**

**ORAL ARGUMENT REQUESTED**

Pursuant to Paragraph II.B.2 of Judge Couvillier's Standing Order, Plaintiffs Aristocrat Technologies, Inc. and Aristocrat Technologies Australia Pty Ltd. (together, "Aristocrat") and Defendants Light & Wonder, Inc., LNW Gaming, Inc., and SciPlay Corporation (together, "L&W"), respectfully submit this stipulation regarding certain of Aristocrat's discovery requests that remain in dispute following the parties' good-faith effort to resolve the dispute informally.

## **I. JOINT SUMMARY OF DISCOVERY DISPUTE**

The Aristocrat discovery requests in dispute relate to Emma Charles's participation in game development efforts at L&W and L&W's commercialization of the games at issue. Specifically, the parties disagree as to: (1) the extent to which L&W must search for communications between Ms. Charles and L&W employees outside of her game studio relating to game math or design information (RFP 56); (2) the extent to which L&W must produce documents sufficient to identify each game for which Ms. Charles participated in the development process in any way (RFP 9); and (3) whether L&W must provide discovery about its commercialization of the accused games in Australia, where the parties are engaged in litigation over similar issues in Australia (*e.g.*, RFP 41 and Interrogatories 7 and 15).

## **II. RESTATEMENT OF DISCOVERY REQUESTS AND RESPONSES AT ISSUE**

The following request and response concerns communications between Ms. Charles and L&W employees outside of her game studio relating to game math or design information:

### **REQUEST FOR PRODUCTION NO. 56:**

All Communications between Emma Charles and any individual at L&W other than individuals in Star Studios concerning any mathematical or other game design information.

### **RESPONSE TO REQUEST FOR PRODUCTION NO. 56:**

Defendants object to this Request as vague and ambiguous with respect to the phrase "any mathematical or other game design information," which is also not proportional to the needs of the case, and overly broad because it encompasses information not relevant to Aristocrat's alleged trade secrets or any claims or defenses in this action. Defendants also object to this Request as vague and ambiguous with respect to "in Star Studios," which is not defined and therefore ambiguous about which individuals are therefore excluded. Defendants also object to this Request as overly broad, unduly burdensome, not proportional to the needs of the case, and seeking information not relevant to any claims or defenses, as it seeks production of "all" communications between Emma Charles and any individual at L&W other than individuals in Star Studios without any limitation as to time, or reasonable limitation as to scope or subject matter. Defendants also object to this Request to the extent it seeks communications that concern the mathematical or other game design information of any L&W game for development project regardless of whether such information is related to Aristocrat's alleged trade secrets, copyright, or trade dress. Defendants further object to this Request

to the extent it seeks documents protected by the attorney-client privilege, the work product doctrine, and/or any other privilege or immunity.

Subject to and without waiving the foregoing objections, Defendants have produced, and will produce, to the extent that additional communications exist, responsive, non-privileged communications between Emma Charles and individuals at L&W other than individuals in “Star Studios” concerning “mathematical or other game design information” (as Defendants understand those phrases) relating to Plaintiffs’ trade secret claims concerning L&W’s Dragon Train game and Aristocrat’s Dragon Link or Lightning Link games.

The following request and response concerns games for which Ms. Charles participated in the development process in any way:

**REQUEST FOR PRODUCTION NO. 9:**

Documents and Things sufficient to identify all games in which Emma Charles or Lloyd Sefton participated in the development in any way.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

Defendants object to this Request as vague and ambiguous with respect to the phrases “all games” and “in any way.” Defendants further object to this Request as overly broad, and seeking information not relevant to any claim or defense as it seeks production of documents and things sufficient to identify “all” games in which Emma Charles or Lloyd Sefton participated in the development in any way, including games not subject to Aristocrat’s claims and games not developed by Defendants. Defendants object to this Request to the extent that the Request is duplicative of Plaintiffs’ Request for Production No. 19. Defendants also object to this Request on the grounds that it is not reasonably related to any claim or defense in this action, which is limited to Defendants’ Dragon Train and Jewel of the Dragon games.

Subject to and without waiving the foregoing objections, upon entry of the appropriate protective order, Defendants will produce relevant, responsive, non-privileged documents and things sufficient to identify any of Defendants’ games in which Emma Charles or Lloyd Sefton meaningfully participated in the development of such game.

The following requests and responses are representative of the parties’ dispute concerning L&W’s commercialization of the accused games in Australia:

**REQUEST FOR PRODUCTION NO. 41:**

Documents and Things sufficient to show the number of units of each of the Accused Games in operation by month and year and the names and locations of the casinos in any country where the units are or were operating.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 41:**

Defendants object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case as it seeks production of documents and things not limited by relevant jurisdiction or relevant time period. Defendants also object to the phrase “Accused Games” as vague, ambiguous, and overly broad because it encompasses games not at issue in this case. Defendants also object to this Request to the extent it seeks documents containing Defendants’ confidential, business and/or trade secret information. Defendants further object to this request to the extent it seeks documents in a format not maintained by Defendants in the ordinary course of business as the

requested information is not tracked following the sale of Accused Games not distributed under a leasing model.

Subject to and without waiving the foregoing objections, upon entry of the appropriate protective order, Defendants will produce relevant, responsive, non-privileged documents and things sufficient to show the number of units of the 2022 version of Jewel of the Dragon referenced in the Complaint and Dragon Train games sold in the United States since 2022.

**INTERROGATORY NO. 7:**

Identify each sale or placement of the Accused Games anywhere in the world, including, for each sale or placement, the customer, the location where the game was placed, the dates the game was available at that location, and, for Jewel of the Dragon, whether or not the game included the “additional changes” identified in L&W’s Motion to Dismiss (ECF No. 34 at 3-4), and if so, the date that the “additional changes” were implemented.

**RESPONSE TO INTERROGATORY NO. 7**

Defendants object to this Interrogatory as vague and ambiguous with respect to the term “placement” and phrase “Accused Games,” which is also overly broad. Defendants further object to this Interrogatory as overly broad, unduly burdensome, not proportional to the needs of the case, and seeking information not relevant to any claims or defenses as it seeks information not limited by relevant jurisdiction or relevant time period. For example, the information sought in this Interrogatory relating to sales or “placements” of the Accused Games “anywhere in the world” is not relevant to the instant proceeding, as Defendants are United States entities and this action does not concern foreign entities, sales, placements, or alleged intellectual property. Defendants also object to this interrogatory to the extent it seeks Defendants’ confidential, business and/or trade secret information.

Subject to and without waiving any of the foregoing objections, Defendants respond as follows: For those Jewel of the Dragon games that are sold, following the consummation of a sale, L&W has no information relating to “placement,” customers, the location where the game was placed, or the dates the game was available at that location. Pursuant to Federal Rule of Civil Procedure 33(d), Defendants also refer Plaintiffs to documents that will be produced from which certain information responsive to this request may be derived.

**INTERROGATORY NO. 15:**

For each of the Accused Games, identify on a quarterly basis the number of units sold, leased, licensed, or downloaded; the revenue received by You from such sales, leases, licenses, and downloads, and from any use or distribution of online versions of the Accused Game; all direct, indirect, variable, fixed, and overhead costs associated with the Accused Game; and all gross, operating, pre-tax and net profits realized by You, directly or indirectly, for the Accused Game.

**RESPONSE TO INTERROGATORY NO. 15:**

Aristocrat failed to sufficiently identify the “Accused Games” as the definition is vague, ambiguous, and fails to particularize the versions of Defendants’ games that are at issue. Aristocrat also objects to the terms “licenses/ed” and “downloads/ed” and the phrase “use or distribution of online versions” as vague and ambiguous. Defendants further object to this Interrogatory as compound, because it contains at least four separate interrogatories. Defendants also object to this request to the extent it would require the creation of information in a manner not maintained by Defendants in the ordinary course of business. Defendants shall consider each Interrogatory individually for purposes of the twenty-five interrogatory limit under the Federal Rules of Civil Procedure, and Defendants further object to this Interrogatory because it exceeds the twenty-five interrogatory limit under the Federal Rules of Civil Procedure.

1 Subject to and without waiving any of the foregoing objections, Defendants respond as follows: In  
2 accordance with Fed. R. Civ. P. 33(d), Defendants will produce documents reflecting certain  
3 financial information associated with Dragon Train and Jewel of the Dragon after the parties reach  
a mutual agreement about the financial information that will be exchanged, as discussed among  
counsel.

### 4 **III. JOINT SUMMARY OF MEET-AND-CONFER EFFORTS**

5 The parties met and conferred via teleconference regarding the disputed requests most  
6 recently on March 24, 2025, at 1:00 p.m. ET. Peter Swanson, Ziwei Song, Jesse Chang, and Jason  
7 Smith attended for Aristocrat, and Neal Manne, Joseph Grinstein, Rocco Magni, Erik Wilson,  
8 Dinis Cheian, Andrew Nassar, and Philip Erwin attended for L&W. The parties also discussed one  
9 or more of the disputed requests via teleconference or videoconference on the following occasions:  
10 September 17, 2024, at 12:00 p.m. ET; September 23, 2024, at 5:00 p.m. ET; October 28, 2024, at  
11 3:00 p.m. ET; October 31, 2024, at 10:00 a.m. ET; November 12, 2024, at 10:30 a.m. and 2:00  
12 p.m. ET; and January 6, 2024, at 11:00 a.m. ET. The parties also exchanged numerous letters and  
13 emails between August 29, 2024, and March 3, 2025, regarding this dispute.

14 As to RFP 56, L&W initially proposed narrowing the request to communications relating  
15 to: (1) explicit disclosures of Aristocrat's trade secrets, and (2) Dragon Link, Lightning Link, or  
16 Dragon Train. Aristocrat rejected this proposal as unduly narrow. L&W subsequently agreed to  
17 produce documents responsive to this RFP and asked Aristocrat to propose search terms pursuant  
18 to the parties' Stipulated Order on Discovery of Electronically Stored Information ("ESI Order").  
19 *See* ECF No. 209. Aristocrat responded that, while it has proposed search terms, L&W cannot rely  
20 exclusively on Aristocrat's terms to satisfy its obligation to perform a reasonable search in  
21 response to this request, including because keyword searches would be likely to miss responsive  
22 communications. *See id.* ¶ 2.d ("[K]eyword searches will not replace or discharge the Producing  
23 Party's discovery obligation to conduct a reasonable search if the Producing Party knows or has  
24 reason to know that the search terms used for the keyword searches are reasonably likely to miss  
25 responsive material."). L&W reiterated that it was willing to produce materials responsive to this  
26 request, but that it was unduly burdensome to conduct a manual review that would necessarily  
27 involve irrelevant documents.

28 As to RFP 9, L&W initially proposed limiting the request to game development efforts in

1 which Ms. Charles had “meaningful” participation. Aristocrat did not accept this “meaningful”  
2 limitation but, to mitigate any alleged burden, agreed that L&W could provide a list of responsive  
3 games in lieu of producing documents. Upon receiving L&W’s list, Aristocrat pointed out that the  
4 list appeared to omit several games to which other evidence showed Ms. Charles had contributed.  
5 L&W responded that its list included a game if Ms. Charles “participated in the development  
6 process” and was “assigned to work on [it].” L&W also noted that Aristocrat’s definition of  
7 whether Ms. Charles “contributed” to game is unclear and vague. Aristocrat objected to the  
8 “assigned to work” limitation and, as a compromise, proposed that (1) the parties could deem RFP  
9 9 satisfied if L&W responded in full to RFP 56, or (2) L&W could turn over all of Ms. Charles’s  
10 ESI for Aristocrat to conduct its own review, which would shift any alleged burden associated  
11 with review from L&W to Aristocrat. L&W stated that, as with RFP 56 (as discussed above),  
12 Aristocrat is able to obtain information responsive to this request by proposing search terms.  
13 Aristocrat maintained that the ESI Order does not permit L&W to rely exclusively on Aristocrat’s  
14 proposed ESI search terms to comply with its discovery obligations.

15 As to RFP 41, Interrogatories 7 and 15, and other similar requests concerning L&W’s  
16 commercialization of the accused games in Australia, L&W initially contended that Aristocrat  
17 could not take discovery into L&W’s worldwide commercialization of the accused games.  
18 Through the meet-and-confer process, L&W agreed to provide this discovery as to all jurisdictions  
19 except Australia, on the ground that Aristocrat has sued L&W in Australia for similar claims and  
20 is entitled to discovery in that jurisdiction. Aristocrat disagreed, pointing out that it remains entitled  
21 to discovery relevant to injury and monetary relief in this action regardless of the parallel  
22 Australian proceeding. L&W reiterated that it is not obligated to produce the same documents in  
23 two jurisdictions to the same party. Furthermore, the parties have recently been engaging in  
24 discussions to allow U.S. counsel for the parties to rely on documents produced in the Australian  
25 proceeding, and vice versa. Aristocrat maintained that it is willing to work with L&W on sharing  
26 of documents across the two case and to avoid or minimize duplicative collections, but that L&W  
27 cannot (a) limit its discovery obligations in the U.S. case based on the scope of available discovery  
28 in Australia and (b) delay producing discoverable information in the U.S. case until it produces



1 such information in the Australian proceeding.

2 Counsel for the parties certify that, despite a sincere effort, the parties are unable to resolve  
3 or further narrow this dispute without the Court's assistance.

#### 4 **IV. THE PARTIES' POSITIONS**

##### 5 **A. ARISTOCRAT'S POSITION**

6 A year into this intellectual property action, the record is clear that L&W used Aristocrat's  
7 confidential information to develop its now-enjoined Dragon Train games. *See* ECF No. 125 at 16.  
8 But L&W's misappropriation did not end with Dragon Train. After the Court granted the  
9 preliminary injunction—and after L&W certified that it had ceased use of Aristocrat's trade secrets  
10 and isolated documents reflecting those trade secrets—evidence has emerged that L&W also used  
11 Aristocrat trade secrets to develop at least two other games, one of which L&W has continued to  
12 commercialize notwithstanding the preliminary injunction. Both games were developed by game  
13 studios other than the studio that developed Dragon Train and whose principal, Emma Charles,  
14 brought Aristocrat trade secrets to L&W and freely shared them with others at the company. *See*  
15 *id.* at 12. In light of this evidence—and L&W's failure to disclose key evidence when it was  
16 required to do so—a critical aspect of discovery is to determine the extent to which Aristocrat's  
17 confidential information has been disseminated within and used by L&W. The discovery requests  
18 in dispute are targeted to that purpose, and L&W should be required to respond in full.

19 **RFP 56.** Charles's communications with L&W employees outside of her game studio  
20 relating to math or game design are one of the most relevant and important sources of evidence in  
21 this case. It is imperative that L&W reasonably search for these communications, irrespective of  
22 the keyword searches that Aristocrat has proposed. ECF No. 209, ¶ 2.f. L&W itself has  
23 acknowledged that "Rule 34, however, requires parties to independently search for, collect, and  
24 produce all potentially relevant documents a party can reasonably locate irrespective of whether  
25 an ESI order is entered, or whether search terms are ever offered or agreed upon." Indeed, the ESI  
26 Order here *permits* a party to propose a limited number of keyword searches to another party. *Id.*  
27 ¶ 2.e. Nothing in the Order provides that if a party exercises this option, the other party need not  
28 take further steps to identify responsive ESI. To the contrary, the Order makes clear that "keyword

1 searches will not replace or discharge the Producing Party’s discovery obligation to conduct a  
2 reasonable search if the Producing Party knows or has reason to know that the search terms used  
3 for the keyword searches are reasonably likely to miss responsive material.” *Id.* ¶ 2.d.

4 L&W cannot satisfy its obligation to search for Charles’s communications solely by  
5 running Aristocrat’s targeted searches. L&W knows or can readily identify the employees from  
6 other game studios with whom Charles communicated, and can thereby collect such  
7 communications with relative ease—indeed, L&W should have already done this in seeking to  
8 comply with the Court’s preliminary injunction order. *See* ECF No. 125 at 20–21. This information  
9 is not available to Aristocrat, and it is unreasonable to force Aristocrat to use its limited custodians  
10 and searches with guesses as to the identities of these employees. Moreover, the limited set of  
11 game design search terms proposed by Aristocrat cannot reliably identify responsive materials  
12 when the Aristocrat math files purloined and used by Charles span dozens of worksheets of  
13 complex and detailed game math that may be discussed or used in different ways. For example,  
14 searches for specific numerical values would not identify instances where L&W employees  
15 discussed Aristocrat’s confidential information in vague terms, referred to verbal disclosures of  
16 that information, used that information as a starting point and then modified specific values, or  
17 referred to Charles generally as a source of math information.

18 **RFP 9.** Given Charles’s central role in L&W’s misappropriation, discovery in this case  
19 must include a thorough investigation of all L&W games to which she contributed in any way,  
20 regardless of whether L&W considers that contribution to be “meaningful” or within the scope of  
21 her official “assignments.” Similar to RFP 56, Aristocrat’s keyword searches cannot reliably  
22 identify all games on which Charles worked, and it is unreasonable for Aristocrat to burn additional  
23 searches with guesses as to these games. L&W, by contrast, can readily determine this information,  
24 which it should already know from its allegedly “broad investigation” following the preliminary  
25 injunction. *See* ECF No. 174 at 16 & n.5 (claiming to have “canvass[ed] as many relevant people  
26 as possible” and circulated a questionnaire regarding “information specific to Emma Charles”).

27 **RFP 41.** There is no dispute that Aristocrat is entitled to discovery into L&W’s worldwide  
28 commercialization of the accused games, but L&W only agrees to provide such discovery as to



1 Australia “if and when” L&W produces discovery on this topic in the related Australian  
 2 proceeding. L&W may not use that proceeding to limit the scope of—and delay compliance with—  
 3 its discovery obligations in this case, especially since discovery is much further along in the present  
 4 case than the Australian proceeding (which was filed more than six months after this case).

## 5 **B. L&W’S POSITION**

6 Rather than rely on the many discovery tools at its disposal—and the parties’ agreed on  
 7 ESI Order—Aristocrat asks this Court to order L&W to provide information that it has (a) already  
 8 provided, (b) is willing to provide, or (c) that Aristocrat may obtain through the parallel litigation  
 9 it commenced in Australia. Despite the breadth of Aristocrat’s requests, L&W is willing to produce  
 10 responsive documents. Aristocrat primarily seeks ESI, but it refuses to use the 180 searches under  
 11 the parties’ ESI Order to obtain that information. In Aristocrat’s view, the ESI Order is an add-on  
 12 and not the vehicle for obtaining ESI. According to Plaintiffs, it is their way or the highway.

13 **RFP 56.** L&W has agreed to provide information responsive to this request:  
 14 communications between Emma Charles and any individual concerning any mathematical or other  
 15 game design information. The only issue is how L&W collects this information.

16 To start, RFP 56 is too broad. It seeks information about *any* game development or math  
 17 discussion, even if it is unrelated to Aristocrat or its alleged trade secrets. L&W has already agreed  
 18 to provide Aristocrat with information on those specific categories, so this request seeks all non-  
 19 Aristocrat discussions of game math or design by Ms. Charles throughout the company. Under  
 20 Aristocrat’s logic, if Ms. Charles asked a colleague about work on a game, recommended a change  
 21 to font size, or praised the music selection, L&W must provide that communication.

22 Despite the breadth of this request, L&W is willing to produce responsive documents.  
 23 Contrary to Aristocrat’s claims, L&W is not “solely” producing responsive information based on  
 24 search terms. Indeed, it has already produced numerous documents that fall within the scope of  
 25 this RFP and will produce other documents it discovers in the course of its reasonable investigation  
 26 for responsive documents, which includes (among other things) interviewing custodians.

27 An ESI search of this nature “necessarily and reasonably involve[s] the use of search  
 28 terms” search terms, *F.D.I.C. v. Appleton*, 2012 WL 10245383, at \*5, n.3 (C.D. Cal. Nov. 29,

1 2012), yet Aristocrat refuses to propose any. All that L&W asks is for Aristocrat to use any of its  
2 180 search terms to which it is entitled under the parties' stipulated ESI order. The ESI order  
3 provides a vehicle for identifying ESI that is responsive to requests for production—not, as  
4 Aristocrat seems to believe, a “bonus.” Aristocrat's position is essentially that L&W must  
5 undertake the burdensome task of reviewing every email or communication Ms. Charles ever  
6 issued during her years at L&W. That is both inconsistent with how Aristocrat itself has searched  
7 for and produced documents in this case, but it is also a task appropriately suited for the ESI order.

8 **RFP 9.** L&W is similarly not resisting discovery into information responsive to this  
9 request, which seeks information on the games on which Ms. Charles participated in development.

10 L&W has provided Aristocrat a list of games on which Ms. Charles worked (determined  
11 based on internal records). L&W has also agreed to produce those games' math to Aristocrat and  
12 expects to do so soon. Yet Aristocrat remains unsatisfied because this list does not include every  
13 single game on which Ms. Charles may have commented or casually discussed with a colleague.

14 Again, however, it is impossible to discern whether Ms. Charles ever had a casual  
15 conversation with an employee about a game without manually reviewing every communication  
16 she ever sent, which is unreasonable under the circumstances. To the extent Aristocrat seeks more  
17 information about Ms. Charles's activities, L&W reiterates that it is willing to conduct ESI  
18 searches in accordance with the protocol outlined in the parties' stipulated Order for Aristocrat to  
19 propose search terms. In other words, L&W will provide more information to Aristocrat, so long  
20 as Aristocrat properly spends the many search terms it has remaining.

21 **RFP 41.** This issue is not ripe for the Court. L&W has proposed an information sharing  
22 protocol whereby information produced in the U.S. proceeding could be produced in the Australian  
23 proceeding, and vice versa. Aristocrat has sued L&W in both jurisdictions for similar claims. Thus,  
24 discovery is available to it in Australia. Yet it demands L&W produce those same materials to  
25 Aristocrat in the United States. That is unnecessary and duplicative, especially considering the  
26 information has a greater bearing on Aristocrat's claims in the Australian proceeding than to this.  
27 L&W should not be required to produce to Aristocrat the same materials twice.

28 The proper way to seek discovery into Australia is through the Australian proceeding. So,

1 if and when Aristocrat's Australian counsel obtains information from L&W in the Australian  
2 proceeding responsive to these requests, the parties' U.S. counsel will also have access to it. Courts  
3 recognize the advantages of coordinating access to documents across jurisdictions like L&W  
4 proposes. *See, e.g., Jack v. Allied Sys., Ltd.*, 2009 WL 10679558, at \*5 (S.D. Ohio Dec. 1, 2009).

5 **V. THE PARTIES' PROPOSED COMPROMISE OR RESOLUTION**

6 **A. ARISTOCRAT'S PROPOSED COMPROMISE OR RESOLUTION**

7 **Ms. Charles's Communications with Non-Star Studio Employees (RFP 56).** Aristocrat  
8 proposes that L&W perform a reasonable search for all math and game design-related  
9 communications between Charles and other L&W employees who did not work in the studio that  
10 she led (Star Studio).<sup>1</sup> This search must include, at a minimum, (a) searching Charles's ESI for the  
11 names of other game studios at L&W and the names of L&W game designers or mathematicians  
12 in those studios, (b) performing a reasonable investigation into the identity of L&W employees  
13 with whom Charles interacted, and (c) searching the ESI of those employees for communications  
14 with Charles. All responsive communications must be produced, whether or not they contain actual  
15 disclosures of the Aristocrat trade secrets at issue in this litigation, as L&W agreed during the  
16 meet-and-confer.

17 In lieu of (a), Aristocrat would accept an inspection of Charles's ESI so that Aristocrat can  
18 conduct its own manual review.

19 **Ms. Charles's Participation in the Development of Games (RFP 9).** Aristocrat proposes  
20 that L&W produce either (1) documents sufficient to identify all games in which Ms. Charles  
21 participated in the development in any way; or (2) a complete list of all such games. Aristocrat  
22 also maintains its prior offers to accept, in lieu of RFP 9, either: (A) a complete production of  
23 documents responsive to RFP 56; or (B) an inspection of Ms. Charles's electronically stored  
24 information so that Aristocrat can conduct its own review.

25  
26 <sup>1</sup> Notwithstanding L&W's vague suggestion in this stipulation, it has never committed to perform  
27 such a search, acknowledged any obligation to search for documents responsive to RFP 56 via any  
28 means other than running Aristocrat's keyword searches (which L&W insists would count against  
Aristocrat's 180 additional searches under the ESI Order), or identified any responsive documents  
that were not gathered through such keyword searches.

1           **Australian Commercialization (RFP 41).** Aristocrat proposes that L&W produce  
2 discovery on its commercialization of the accused games in Australia, as L&W has already agreed  
3 to do with regard to other foreign countries. Aristocrat is willing to coordinate with L&W regarding  
4 the information needed for both the present case and the Australian proceeding, in order to  
5 minimize the burden of collecting and producing this information.

6           **B. L&W'S PROPOSED COMPROMISE OR RESOLUTION**

7           **RFP 56.** L&W is not withholding information responsive to this request and agrees to  
8 provide Aristocrat responsive information provided that that Aristocrat use any of the 180 search  
9 terms (of which it has already used 43) afforded to it under the parties' stipulated ESI Order to  
10 identify material responsive to RFP 56 that L&W has not already provided through a reasonable  
11 search.

12           **RFP 9.** As stated above, L&W has accepted Aristocrat's proposal to provide material  
13 responsive to RFP 56, which is one of Aristocrat's proposed compromises. Aristocrat simply  
14 should submit search terms.

15           **RFP 41.** L&W's proposal to permit information and document sharing across the United  
16 States and Australian proceeding resolves this issue: once Aristocrat properly obtains this  
17 information in the Australian proceeding, it will be available to Australian and U.S. counsel for  
18 both parties.

1 Dated: April 9, 2025

2 /s/ Phil R. Erwin

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**CERTIFICATE OF SERVICE**

I hereby certify that on April 9, 2025, a true and correct copy of the foregoing  
**STIPULATION REGARDING DISCOVERY DISPUTE** was electronically served via the  
United States District Court CM/ECF system on all parties or persons registered for notice.

/s/ Marissa Vallette  
An employee of SPENCER FANE LLP